

BILL NO. S-90-02-31

SPECIAL ORDINANCE NO. S-64-90

AN ORDINANCE approving the awarding of Reference #OWPP095 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and HEWLETT PACKARD for the Water Pollution Control Plant.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

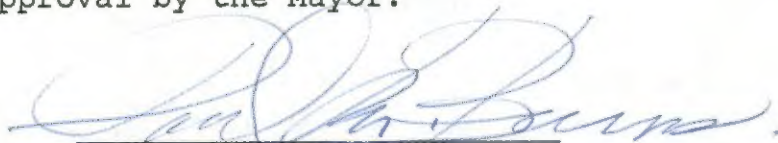
SECTION 1. That Reference #OWPP095 between the City of Fort Wayne, by and through its Department of Purchasing and HEWLETT PACKARD for the Water Pollution Control Plant, is hereby ratified, and affirmed and approved in all respects, respectfully for:

purchase of a service agreement for Gas Chromatograph/Mass Spectrophotometer for the Water Pollution Control Plant;


involving a total cost of Fifteen Thousand Three Hundred and no/100 Dollars (\$15,300.00).

SECTION 2. Prior Approval has been requested from Common Council on February 27, 1990. Two copies of said Reference are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. OWPP095 for service agreement for Gas Chromatograph/Mass Spectrophotometer for Water Pollution Control Plant. The cost reflects the most responsive vendor.

EFFECT OF PASSAGE: Provide maintenance and repair on GC/MS in laboratory for one (1) year.

EFFECT OF NON-PASSAGE: We would be unable to perform laboratory analysis required by the Industrial Pre-Treatment Program and the plant process control, both of which are required by the EPA.

MONIES INVOLVED: Hewlett Packard \$15,300.00

PRICE AGREEMENT: Yes

PURCHASE ORDER:

SOURCE OF FUNDING: WPC Plant 514-531-7016-4363

PRIOR APPROVAL: Yes DATE:  
(IF APPLICABLE)





# THE CITY OF FORT WAYNE

February 22, 1990

The Common Council  
Fort Wayne IN

RE: Reference No. OWPP095


Gentlemen and Mrs. Bradbury:

The Department of Purchases respectfully requests "Prior Approval" of Reference No. OWPP095, with respect to the purchase of a service agreement for Gas Chromatograph/Mass Spectrophotometer for the Water Pollution Control Plant. This machine is used by the WPC Laboratory for necessary analysis of plant samples and currently is in need of repairs that will amount to several thousand dollars. The vendor will make these repairs under the service agreement if we act on it now. If we do not purchase the service now, we will have to have the machine repaired before a service agreement can be placed on it, costing additional dollar expenditures. The cost of the service agreement for a one (1) year period is \$15300.00 and should be awarded to Hewlett Packard. This will be assigned a price agreement number upon Councilmanic Approval.

DEPARTMENT OF PURCHASES

  
Gloria J. Goeglein  
APPROVED:

CITY OF FORT WAYNE

  
Paul Helmke, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Kennedy, City Clerk

Attachment

REF. NO.:	OWPP095
DEPT.:	WPC PLANT
DATE:	2/22/90
ITEM/SERV.:	SERVICE AGREEMENT

PURCHASING INFORMATION

ADVERTISED BID:

DATES ADVERTISED:

OPENING DATE:

WRITTEN QUOTE:

DUE DATE:

VERBAL QUOTE:

SINGLE SOURCE:	YES
----------------	-----

NO. OF VENDORS NOTIFIED:	1
--------------------------	---

NO. OF VENDORS RECEIVING BID:	1
-------------------------------	---

NO. OF VENDORS RETURNING BID:	1
-------------------------------	---

NO. OF VENDORS DISQUALIFIED:	0
------------------------------	---

NO. OF VENDORS NOT RESPONDING:	0
--------------------------------	---

DATE SENT TO DEPT FOR RECOMM.:	2/21/90
--------------------------------	---------

DATE RECOMMENDATION REC'D IN PURCH:	2/22/90
-------------------------------------	---------

COUNCIL INFORMATION	DATES SENT	EXTENSION DATES
---------------------	------------	-----------------

DATE INFO SENT TO LAW DEPT.:	2/22/90
------------------------------	---------

INTRODUCTION DATE:	2/27/90
--------------------	---------

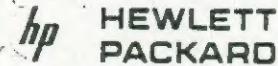
DISCUSSION DATE:	3/6/90
------------------	--------

PASSAGE DATE:	3/13/90
---------------	---------

ORDINANCE NO.:

AMOUNT APPROVED AND/OR SPENT  
LAST YEAR: (IF APPLICABLE)

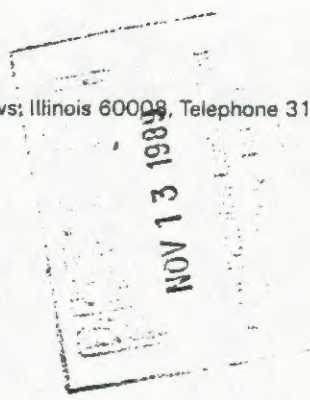




MIDWEST SALES REGION • 5201 Tollview Drive, Rolling Meadows, Illinois 60009, Telephone 312 255 9800

November 8, 1989

Mr. Jim Cornell  
Fort Wayne Water Pollution  
City Utilities  
WPC Plant  
1 Main St.  
Fort Wayne, IN 46802



Dear Mr. Cornell:

REFERENCE: SERVICE CONTRACT PROPOSAL 20002165


Hewlett-Packard appreciates this opportunity to submit a proposal to provide maintenance on your Hewlett-Packard equipment. A description of the standard service is provided as shown on the attached Exhibit 04B.

We are enclosing two copies of a proposed CUSTOMER SUPPORT SERVICES AGREEMENT. If this proposal meets with your approval, please sign BOTH copies of the AGREEMENT and return them with your purchase order or letter of authorization! This agreement MUST be signed. Please SPECIFY your TAX STATUS, INVOICING SCHEDULE, AND INCLUDE our PROPOSAL NUMBER mentioned above. A self addressed stamped envelope has been enclosed for your convenience.

Acceptance of this agreement must be received in this office as soon as possible. If you do not wish to purchase a maintenance agreement at this time, service will be performed on a time and material basis.

We look forward to continuing our fine relationship with your company. If you have any questions regarding this agreement, please do not hesitate to call (312)255-9800 X 2630.

Sincerely,

  
Michelle Swanson  
Analytical Contract Coordinator

Encl.

cc Mike Hartz  
file



# Customer Support Services Agreement



Effective Date: \_\_\_\_\_

Between \_\_\_\_\_ Hewlett-Packard Company (HP)

And City of Fort Wayne (Customer)

Agreement No. \_\_\_\_\_

## 1. Provision of Services

HP will provide the support services described in the exhibits which are attached or subsequently added to this Agreement in accordance with the terms and conditions contained herein. HP shall perform services in a professional manner and in accordance with generally recognized commercial practices and standards.

## 2. Orders

- a. Customer may at any time issue orders for services or add products to be serviced.
- b. All orders issued under this Agreement will be subject to acceptance by HP.

## 3. Charges

- a. The charges specified are those currently in effect and are exclusive of use, sales, value added and similar taxes which will be separately invoiced.
- b. HP may increase the charges provided that HP notifies Customer in writing of any such increase at least sixty (60) days prior to invoicing at the increased rate. HP may decrease the charges at any time. Support services prices are normally reviewed by HP once or twice a year.
- c. Customer may prepay services in advance. Prepaid services must have a commencement date coinciding with the expiration of warranty. Prepaid services shall not be subject to increases during the prepaid period. If prepaid services are cancelled, Customer will receive a pro rata refund only for unused prepaid services beyond the first three months.
- d. Charges for services not covered by this Agreement, services performed outside the specified periods of coverage and commercial travel and per diem expenses not included in the specified coverage will be invoiced separately at HP's standard service rates.

## 4. Payment

- a. Charges for the specified services will be invoiced to Customer in advance. Any other charges will be invoiced as they are incurred.
- b. Payments will be due within thirty (30) days from the date of the invoices. HP reserves the right to change the credit terms applicable to Customer when in HP's opinion the financial condition or previous payment record of Customer so warrants.

## 5. Eligible Products

- a. Products must be in normal operating condition and at current specified revision levels in order to be eligible for services under this Agreement.
- b. Any work performed by HP to return products to normal operating condition or to bring them to the current revision level prior to including them under this Agreement will be subject to HP's standard service rates.

## 6. Modifications to Products

HP may, at no additional charge, make modifications to the products to improve their operation and/or reliability or to comply with legal requirements.

## 7. Relocation of Products

- a. Customer shall be responsible for relocation of Customer's products. Customer must give HP thirty (30) days written notice prior to relocating any products except for personal workstation products relocated within a designated site. Products that are relocated may be subject to additional support charges and modification of response times.
- b. Products moved to a location within the contiguous United States shall continue to be serviced under this Agreement, subject to Customer agreement to adjusted charges and response times.
- c. Products moved outside the country where initially located may continue to be serviced under this Agreement, at the option of HP, subject to Customer agreement to adjusted charges and response times.



## 8. Copyrighted Materials

HP copyrighted materials (software and printed documentation) may not be copied except for archival purposes, to replace a defective copy or for program error verification, unless otherwise agreed to in writing by HP.

## 9. Warranty

a. Replacement parts provided to maintain hardware products serviced hereunder and software media provided as part of HP software support services hereunder are warranted against defects in materials and workmanship. If HP receives notice of defective replacement parts or software media during the term of this Agreement, HP will replace the defective part or media.

b. THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 10. Remedies and Liability

a. For any breach of this Agreement by HP, Customer's remedy shall be limited to refund of support charges paid by Customer during the period of breach up to a maximum of twelve (12) months support charges for the products at issue, provided, however, that HP will not be liable for failure or delays in the performance of its obligations hereunder due to causes beyond its control.

b. HP will be liable for damage to property directly caused by HP's sole negligence provided that HP's total liability does not exceed the greater of \$50,000 or the purchase price of the specific product being serviced that caused the damage.

c. THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT AS PROVIDED IN SECTION 10.b., IN NO EVENT SHALL HP OR ITS SUBCONTRACTORS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS), HOWEVER BASED.

## 11. Limitations of Service

a. Services are provided for qualified devices. Products not supplied or not qualified by HP and products for which Customer does not allow HP to incorporate engineering improvements will be considered nonqualified devices. Customer is responsible for removing nonqualified devices to allow HP to service the qualified devices. If performance of services is made more difficult or impaired because of a nonqualified device, HP will charge Customer for the increased efforts at HP's standard service rates.

b. Services do not include repairs to products caused by:

- 1) use of non-HP media, supplies and consumables or such items not designed for use with the products serviced under this Agreement;
- 2) site conditions that do not conform to HP's specifications, or failures resulting from non-conformance with HP's site specifications such as air conditioning failure or unusual electrical conditions;

3) accident, natural disasters, fire or water damage, neglect, improper use, acts of war, riots, strikes, lightning or electrical disturbances, damage during transportation by Customer, work performed or modifications made by personnel other than HP employees or subcontractors, or other causes beyond HP's control.

If support services are required due to the above causes, HP will provide such services at HP's standard service rates.

c. Services do not include electrical work external to the products, refinishing the products or furnishing materials for that purpose, or replacement of operating supplies and consumables.

## 12. Customer's Responsibilities

a. Customer will provide HP service personnel with operating supplies and consumables such as paper, magnetic tapes, ribbons, cards, format tapes, disc cartridges, and such similar items as Customer would use during normal operation.

b. Customer is responsible for the security of its proprietary and confidential information.

c. Customer is responsible for maintaining a procedure external to the products for reconstruction of lost or altered files, data or programs.

d. A representative of Customer must be present at Customer's site at all times when services are being performed by HP on site or by telephone.

e. Customer must notify HP if any product covered under this Agreement is being used in an environment which poses a potential health hazard to HP personnel. HP may require such products to be maintained by Customer under direct HP supervision.

## 13. Export Regulations

Customer will not export or re-export HP products and technical data provided in violation of the applicable export regulations. HP may suspend services under this Agreement if Customer deals with the products and technical data in violation of the applicable export regulations.

## 14. Term and Termination

a. This Agreement will commence on the effective date specified above and end upon termination by either party.

b. Customer may terminate any order issued under this Agreement, delete products serviced, or terminate this Agreement at any time upon thirty (30) days written notice to HP.

c. HP may terminate this Agreement or the provision of services under any order at any time after the first twelve (12) months upon sixty (60) days written notice to Customer. Sixty days notice is not required and HP may terminate at any time after the effective date of this Agreement if Customer fails to make any payment hereunder when due or fails to perform or observe any other condition of this or any other agreement with HP.

d. The minimum term of any order is twelve (12) full months unless otherwise agreed, and all orders will continue until terminated by either party under the provisions hereof.

e. HP intends to offer support services for as long as feasible. Support will always be available for HP products covered under this Agreement for a minimum of five (5) years beyond the date of the last regular production of a product with the same model number. For many products support will be available for ten (10) years.



### 15. Order of Precedence

This Agreement and any attachments hereto take precedence over Customer's additional or different terms and conditions and constitute the entire understanding between the parties relating to transactions hereunder. Acceptance by Customer is limited to HP's terms and conditions. Notice of objection is hereby given to Customer's additional or different terms and conditions. Neither HP's commencement nor completion of performance shall be deemed or construed as acceptance of Customer's additional or different terms and conditions.

### 16. Miscellaneous

- a. Neither party may assign any rights or obligations under this Agreement without the prior consent of the other.
- b. Any disputes arising in connection with this Agreement will be governed by and construed in accordance with the laws of the State of California. The courts within the State of California will have jurisdiction.

### 17. Exhibits

- a. The exhibits listed below are attached to and made part of this Agreement.

Exhibit	Rev. Date
04B	

CUSTOMER City of Fort Wayne

(Authorized Representative)

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

- b. HP may revise exhibits currently in use provided such exhibits are forwarded to Customer at least sixty (60) days prior to their effective dates.

- c. HP may offer new exhibits by forwarding a copy to Customer. An order to provide any services specified in such new exhibits will constitute acceptance by Customer and such new exhibits will be included in this Agreement.

### 18. Additional Authorization

If an Additional Authorization page is attached, Customer authorizes HP to accept orders directly from the organizations listed under the terms and conditions specified herein.

HEWLETT-PACKARD COMPANY

(Authorized Representative)

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_



HEWLETT  
PACKARD

CUSTOMER SUPPORT SERVICES AGREEMENT

FORT WAYNE WATER POLLUTION  
System Handle: 5988A-2635A00362  
Agreement No:

Proposal No: 20002165  
Control No:  
Proposal Effective: 01/01/90

Direct Inquiries To: MICHELLE P SWANSON  
HEWLETT-PACKARD COMPANY  
5201 TOLLVIEW DRIVE  
ROLLING MEADOWS, IL 60008  
(312) 255-9845 x2630  
FAX # (312) 259-5878

Customer Contact: FORT WAYNE WATER POLLUTION  
JIM CORNELL  
CITY UTILITIES  
WPC PLANT  
1 MAIN ST.  
FORT WAYNE IN 46802

System Contact: JIM CORNELL  
( 9) 427-1243 Ext.

Location: FORT WAYNE WATER POLLUTION  
CONTROL PLANT  
2601 DWENGER  
FORT WAYNE IN 46803

System Reference: Type GCMS  
Model 5988  
Serial No. 2635A00362

Comments:

ALL PRICES ARE FIRM FOR 90 DAYS AND DO NOT INCLUDE TAX  
ACCEPTANCE OF QUOTATIONS SUBJECT TO CREDIT APPROVAL

- - - - - For Internal Use Only - - - - -  
Negotiating Office: 2601 Customer Type: T  
Supplier Office: 2601 Agreement Type: S  
Sold to Cust. #: 2605124979 Support Order No:  
Ship to Cust. #: 2605124979 Printed: November 3, 1989  
- - - - -



FORT WAYNE WATER POLLUTION  
System Handle: 5988A-2635A00362  
Agreement No:

Proposal No: 20002165  
Control No:  
Proposal Effective: 01/01/90

# SUPPORT 04B

4B BASIC HARDWARE MAINTENANCE SERVICE.  
Travel, labor, parts and materials  
provided at customer site. Hours and  
days of coverage standard as described  
in Exhibit 04B of the CSSA.

## 04B SUPPORTED ITEMS:

## MONTHLY CHARGE AMOUNTS

Item Description/ Product No.	Serial No.	Qty	Base Charge	Options Charge% Ref	Extended Charge
1 HP MS System 5988A	2635A00362	1	740.00	25.000%EC1	925.00
Negative Ion 5988A	002	1	0.00	25.000%EC1	0.00
Direct Probe Kit 5988A	031	1	0.00	25.000%EC1	0.00
Turbo Pumps 5988A	100	1	0.00	25.000%EC1	0.00
HP59913A Glass Jet Separator 59913A		1	30.00	25.000%EC1	37.50
Gas Chromatograph Mainframe 5890A	2750A14958	1	60.00	25.000%EC1	75.00
Injector module 18593A	2704A08319	1	18.00	25.000%EC1	22.50
Controller module 18594A	2749A09653	1	14.00	25.000%EC1	17.50
Tray module for GC only. 18596A	2718A06739	1	14.00	25.000%EC1	17.50
Capillary Inlet System 5890A	107	1	0.00	25.000%EC1	0.00



FORT WAYNE WATER POLLUTION  
System Handle: 5988A-2635A00362  
Agreement No:

Proposal No: 20002165  
Control No:  
Proposal Effective: 01/01/90

Item Description/ Product No.	Serial No.	Qty	Base Charge	Options Charge% Ref	Extended Charge
On-Column Capillary Inlet 5890A	114	1	0.00	25.000%EC1	0.00
N2 Cryogenic Oven Control 5890A	056	1	0.00	25.000%EC1	0.00
Micro 14 Computer 2424A	2702A00601	1	0.00	EC1	0.00
81 Mbyte Fixed Disk Drive 7957A	2723A05339	1	26.00	25.000%EC1	32.50
1/4" Cartridge Tape Drive 9144A	2742E30889	1	11.00	25.000%EC1	13.75
BUNDLED VECTRA MODEL 59 CPU 45979A	2741A45436	1	0.00	EC1	0.00
Quote Adjustment				60	48.75
HP Enhanced Graphics Display 35743A	8738J29723	1	5.00	25.000%EC1	6.25
Dot matrix office quality impact printer 2934A	2715A44694	1	16.00	25.000%EC1	20.00
A-Series GC/MS Scanning Interface 59824C	2550A08252	1	34.00	25.000%EC1	42.50
2 Monochrome Graphics Terminal 2393A		1	0.00	EC1	0.00
Quote Adjustment				60	7.50
12" Mono Video Display Monitor, 120V 35731A	8520K03062	1	2.00	25.000%EC1	2.50
Color Graphics TPU 35751C	2714A10337	1	5.00	25.000%EC1	6.25



=====

FORT WAYNE WATER POLLUTION  
System Handle: 5988A-2635A00362  
Agreement No:

Proposal No: 20002165  
Control No:  
Proposal Effective: 01/01/90

OPTIONS REFERENCE FOR 04B SUPPORTED ITEMS:

EC1 Coverage days: Mon. - Fri. excl. HP hol.  
Coverage hours: 8:00 a.m. to 5:00 p.m.  
Zone 4: 101-150 miles.

FORT WAYNE WATER POLLUTION  
System Handle: 5988A-2635A00362  
Agreement No:

Proposal No: 20002165  
Control No.:  
Proposal Effective: 01/01/90

SUMMARY OF CHARGES

<u>Coverage Period Starts</u>	<u>Coverage Period Ends</u>	<u>Charges</u>
January 1, 1990	January 31, 1990	1,275.00
February 1, 1990	February 28, 1990	1,275.00
March 1, 1990	March 31, 1990	1,275.00
April 1, 1990	April 30, 1990	1,275.00
May 1, 1990	May 31, 1990	1,275.00
June 1, 1990	June 30, 1990	1,275.00
July 1, 1990	July 31, 1990	1,275.00
August 1, 1990	August 31, 1990	1,275.00
September 1, 1990	September 30, 1990	1,275.00
October 1, 1990	October 31, 1990	1,275.00
November 1, 1990	November 30, 1990	1,275.00
December 1, 1990	December 31, 1990	1,275.00



# Customer Support Services Agreement



## Basic Hardware Maintenance Service (BHMS)

### Exhibit 04B

#### I. Services Provided by Hewlett-Packard (HP)

**A. On-Site Services.** HP will travel to Customer's site for those hardware products covered under Basic Hardware Maintenance Service (BHMS) and will provide all labor, parts, and materials deemed necessary by HP to maintain the hardware in good operating condition. Replacement parts shall be new or equivalent; replaced parts become the property of HP. Services provided include and are limited to the following:

**1. Remedial Maintenance.** This service includes the diagnosis and correction of product malfunctions and failures. Remedies may consist of temporary procedures to be followed by the Customer while a permanent solution is being sought. Remedial maintenance will commence during the coverage hours and will continue uninterrupted, as long as reasonable progress is being made, until the products are operational. If HP determines additional parts or resources are required, service will be interrupted and will resume as soon as the parts or resources are available.

**2. Preventive Maintenance.** Some HP products require preventive maintenance which includes cleaning, adjusting, lubricating, inspecting and testing procedures which are designed to reduce product failure and/or extend useful product life. This maintenance will be performed by HP according to the procedures and at the frequencies recommended by HP. Preventive maintenance will be performed during the period of coverage on a mutually agreed-upon schedule, or coincident with remedial maintenance.

**3. Engineering Improvements.** HP occasionally makes engineering improvement modifications which it deems necessary to incorporate in Customer's products covered by BHMS. Such changes will be performed at HP's expense during the period of coverage on a mutually agreed-upon schedule, or coincident with remedial or preventive maintenance.

**B. Period of Coverage.** 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding HP holidays.

**C. On-Site Response Time.** Response time for maintenance under BHMS is measured in elapsed coverage days from the day a service request is received to the day an HP service representative arrives at the Customer's site. BHMS provides next-day response to Customer sites located within HP travel zones 1,2,3 (100mi/160km) of an HP Primary Support Responsible Office (PSRO) as specified in the Systems Support Service Travel and Office Directory in effect at the time of service. For Customers beyond zone 3, appropriate increases in agreement amount and response time are applied as specified in Table 1.

Table 1. Response Time and Agreement Price Uplift for Extended Travel

Zones	Distance from a Primary SRO	Agreement Uplift	Response Time
4,5	100-200 mi 161-320km	25%	2 days
6	200-300 mi 321-480km	50%	3 days
Other	> 300 mi > 480km	Quote	Quote

NOTE: Customers receiving support from a Secondary Support Responsible Office have a response time of 2 days.

## II. Responsibilities of Customer

- A. **Adverse Environments.** Products operated in corrosive environments and in conditions *outside* HP's environmental site specifications (as defined in the Product Maintenance Manual) may have their performance adversely affected and are therefore not guaranteed by HP. HP will charge Customer on a time and material basis to repair product should a product malfunction as a result of operation outside prescribed site specifications.
- B. **Access.** Customer will provide HP with the following:
  - 1. Access to the products covered under BHMS.
  - 2. Adequate working space and facilities within a reasonable distance of the product.
  - 3. Access to and use of all information and facilities determined necessary by HP to service the products.
- C. **Data Reconstruction.** Customer is responsible for maintaining a procedure to reconstruct any lost or altered files, data, or programs.
- D. **Operating and Maintenance Procedures.** Customer will follow routine operator and maintenance procedures as specified in the HP product operator manual(s). Customer routine maintenance includes but is not limited to functions such as mass spectrometer source cleaning, FID jet cleaning, and other routine maintenance functions normally associated with the operation of an instrument.
- E. **Operating Supplies.** Customer is responsible for providing operating supplies, consumables, and usage dependent items, for example, paper.
- F. **Customer Representative.** A Customer representative will be present at the site at all times service is being performed by HP, on-site or by telephone. HP personnel will not enter or remain at the facility in the absence of a Customer representative.
- G. **Data Security.** Customer is responsible for the security of its confidential, proprietary, and classified information.
- H. **Usage of Toxic Substances.** The Customer shall notify HP in writing if any product covered by this agreement is used for analysis of toxic substances (LD of 100 mg/kg of body weight or less). HP equipment used for analysis of toxic substances should be decontaminated before HP is called for service. For instruments not to be decontaminated, the customer will perform the repair under the supervision of an HP representative.
- I. **Service Calls.** Prior to placing a service request, Customer may be required to run diagnostic tests as determined by HP (i.e., HP-supplied self-test or operator-induced performance test). If services are rendered for a malfunction which is caused by an application contamination, non-HP detectors/devices, defective gases/samples; or if service efforts to isolate the cause of a malfunction are increased as a result of the aforementioned; HP will invoice Customer on a time and material basis for the additional service.



# Applicable for Data Acquisition Instruments/Systems

## III. Prerequisites

- A. Minimum System Configuration.** Except for products capable of diagnostic self-test, BHMS coverage requires a system which includes an HP central processing unit, a peripheral capable of reading standard HP diagnostics and verification tests, and a peripheral which allows an HP service representative to fully interact with the covered products. At HP's discretion, this requirement may be waived if a portable diagnostic device is available for the covered products.

If diagnosis of the covered products is impaired due to a nonqualified device, then the minimum system configuration prerequisite has not been met, and the diagnosis will be billed on a time and material basis.

- B. Uniform Coverage.** The CPU and all HP system products constituting a system configuration must be covered under the same BHMS agreement.
- C. Connectors and Interfaces.** All products covered under BHMS interconnected by any cables or connectors to an HP central processing unit must be listed in the appropriate HP documentation as compatible with the central processing unit. For HP equipment not meeting this requirement, HP's Time and Material Service is available.

## IV. Limitations of Service

- A. Non-HP Media, Supplies, and Consumables.** The selection and use of media, supplies, and consumables (e.g., thermal paper, disc media, or magnetic tape) are Customer's responsibility. HP reserves the right to exclude from BHMS any repairs for damage to HP products which HP reasonably determines were caused by use of non-HP media, supplies, and consumables. HP will, upon request, repair such damage on a time and material basis.
- B. Software Support.** Unless HP Custom Support Plan or Account Management Support is purchased, any maintenance services under BHMS involving software related problems will be subject to an additional charge.

- C. Nonqualified Devices.** Nonqualified devices will not be covered under BHMS:

1. A nonqualified device is any product (hardware, firmware, software, or cabling), whether internal or external to the central processing unit, not supplied by HP, and any product supplied by HP which has been modified by Customer or any third party. If Customer does not allow HP to incorporate engineering improvements into the products being maintained under BHMS, said products will be considered nonqualified devices.
2. If, in the opinion of HP, performance of support services is impaired because of a nonqualified device, Customer will temporarily remove the device at Customer's risk and expense for the purpose of allowing HP to maintain the qualified devices.
3. Customer is solely responsible for the compatibility of nonqualified devices with covered products.

- D. Maximum Use Limitation.** Certain electromechanical devices (e.g. printers) have a specified maximum usage rate (see the product data sheet or operations manual for this rate). For these electromechanical devices, additional service charges are assessed based upon the measured usage of the unit. Customer agrees to allow HP to install or remove usage meters, and to provide meter readings on a periodic basis. Support for products used beyond this recommended level is limited to Time and Material Service, these charges may be invoiced separately.

- E. Obsolete Products.** HP products which are no longer offered for sale and are beyond their specified support period may, with HP concurrence, be covered under BHMS and will be maintained on a best efforts basis. Such products will be identified in the appropriate support order. Should support of such a product no longer be deemed feasible by HP at some future date, said product will no longer be covered by BHMS, and Customer will be notified.



Read the first time in full and on motion by Burns, seconded by \_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee on City Plan (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 2-27-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Burns, and duly adopted, placed on its passage. PASSED ~~1st~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>		<u>1</u>	
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG			<u>✓</u>	
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 3-13-90

Nadine E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
*Deputy*

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-64-90 on the 13th day of March, 1990.

ATTEST  
Nadine E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
*Deputy*

SEAL  
Charles S. Reed  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of March, 1990, at the hour of 11:30 o'clock PM M., E.S.T.

Nadine E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
*Deputy*

Approved and signed by me this 23rd day of March, 1990, at the hour of 5:00 o'clock PM M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR



3-13-90

BILL NO. S-90-02-31

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN  
MARK E. GIAQUINTA, VICE CHAIRMAN  
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding  
of Reference #0WPP095 by the City of Fort Wayne, Indiana, by  
and through its Department of Purchasing and HEWLETT PACKARD  
for the Water Pollution Control Plant  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~) \_\_\_\_\_

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Paul M. Burns

Samuel J. Talarico

Henry Long

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED: 3-13-90

Sandra E. Kennedy  
City Clerk  
Deputy